

1126-1087-000  
PREPARED AND RECORDING  
REQUESTED BY:  
Roger L. Carpenter  
LaSalle Bank N.A.  
135 S. LaSalle St., Suite 1625  
Chicago, IL 60603

AND WHEN RECORDED MAIL TO:

Corporation Service Company  
801 Adlai Stevenson Drive  
Springfield, IL 62703  
Phone: (217) 544-5900

P BK105 PG 448  
STATE MS.-DE SOTO CO  
P3  
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Oct 15 10 31 AM '04  
BK 105 PG 448  
F. J. J. OH. CLK.

61822571-20

SPACE ABOVE FOR RECORDER'S USE ONLY

ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

COUNTY: DESOTO  
STATE: MISSISSIPPI

THIS AREA FOR

RECORDER'S

USE ONLY

Prepared by :

Roger L. Carpenter  
LaSalle Bank National Association  
135 S. LaSalle Street, Suite 1625  
Chicago, Illinois 60603

Return to:  
Corporation Service Company  
Post Office Box 2969  
Springfield, Illinois 62708  
61822511-20

LoanNo. 76-0028071

**ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS**

STATE OF MISSISSIPPI

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DESOTO

This Assignment of Assignment of Leases and Rents (the "**Assignment**") is made and entered into as of the 28 day of Sept. 2004, by **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation ("**Assignor**"), for the benefit of **LASALLE BANK NATIONAL ASSOCIATION**, as Trustee for the registered holders of GE Commercial Mortgage Corporation, Commercial Mortgage Pass-Through Certificates, Series 2004-C2 ("**Assignee**").

1. Assignor has previously made a mortgage loan in the principal amount of \$1,087,000 ("**Loan**") to TELLUS SEVEN-I, LLC, a Mississippi limited liability company ("**Borrower**"). The Loan is secured by Assignment of Leases and Rents (the "**Assignment of Leases**") executed by Borrower dated January 8, 2004, on the property known as Midsouth Self Storage, and recorded on January 8, 2004, in Book 101, Page 0484, in the official public records of DeSoto County, Mississippi, of which cover the real property described on Exhibit A attached hereto. The Mortgage and any and all other documents evidencing governing or securing the Loan is hereinafter referred to as the "Loan Documents."
2. Assignor desires to assign, transfer and convey without recourse, representation or warranty all of its right, title and interest in the Loan, the Assignment of Leases, and the Loan Documents to Assignee, without recourse, representation or warranty.

NOW, THEREFORE, in consideration of the recitals stated above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Assignor hereby assigns, transfers and conveys without recourse, representation or warranty to Assignee all of Assignor's right, title and interest in, to and arising out of the Loan, the Assignment of Leases and the Loan Documents, without recourse, representation, or warranty.
2. The terms and provisions of this Assignment shall inure to the benefit of, and shall be binding upon, the successors and assigns of the parties hereto.
3. This Assignment shall be construed and enforced according to the laws of the State of Mississippi.

**ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS**

*Midsouth Self Storage/File No. 148321 (by GECC)*  
*Loan No. 76-0028071*

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4. Assignor agrees to execute and deliver to Assignee such other documents as may be reasonably necessary in order to effectuate the transaction contemplated hereby.

This Assignment is executed as of the day, month and year first above written.

ASSIGNOR:

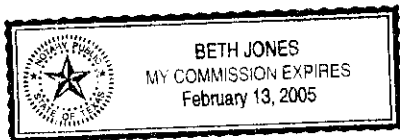
**GENERAL ELECTRIC CAPITAL CORPORATION,**  
a Delaware corporation

By: *David R. Martindale*  
David R. Martindale, Managing Director

STATE OF TEXAS

COUNTY OF DALLAS

On this day 28 of September 2004, personally appeared before the undersigned, a Notary Public within and for said County and State, duly commissioned, qualified and acting, appeared in person the within named DAVID R. MARTINDALE, to me personally well known, who stated that he is Managing Director of GENERAL ELECTRIC CORPORATION, a Delaware corporation, on behalf of said corporation.



*Beth Jones*  
Notary Public, State of Texas  
Beth Jones  
Printed Name of Notary  
My Commission Expires: 2/13/05

ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS  
Midsouth Self Storage/File No. 148321 (by GECC)  
Loan No. 76-0028071

DAL:492510.1

## EXHIBIT "A"

Commencing at the intersection of the west line of U. S. Highway I-55 and the commonly accepted Mississippi-Tennessee State Line being an old 1" pipe found; thence South  $11^{\circ}12'45''$  West, a distance of 404.46 feet to the POINT OF BEGINNING; thence South  $11^{\circ}12'45''$  West along the west line of said highway a distance of 4.56 feet; thence South  $2^{\circ}38'02''$  West along said west line, a distance of 338.65 feet; thence South  $7^{\circ}26'37''$  West along said west line, a distance of 9.57 feet; thence North  $84^{\circ}07'10''$  West, a distance of 116.69 feet to a  $\frac{3}{4}$ " rebar found being the northeast corner of Edmondson Cemetery; thence North  $87^{\circ}43'25''$  West along the north line of said cemetery, a distance of 412.26 feet to a steel post found being the northeast corner of said cemetery; thence North  $1^{\circ}23'25''$  East along the east line of Southview Commercial Park, Lot 2, a distance of 342.15 feet to the south line of Southview Commercial Park, Second Revision of the First Addition, Lot 3a; thence South  $70^{\circ}15'14''$  East along said south line, a distance of 39.21 feet; thence South  $89^{\circ}26'28''$  East along said south line, a distance of 137.53 feet to a  $\frac{1}{2}$ " rebar found being the southwest corner of the Tellus Two, LLC tract; thence South  $89^{\circ}26'28''$  East along said south line, a distance of 362.99 feet to the POINT OF BEGINNING; said described tract containing 4.144 acres, more or less.

**LESS AND EXCEPT A 25' Ingress/Egress Easement** commencing at the intersection of the west line of U. S. Highway I-55 and the commonly accepted Mississippi State Line being a 1" pipe found; thence South  $11^{\circ}12'45''$  West, a distance of 404.46 feet; thence North  $89^{\circ}26'28''$  West, a distance of 362.99 feet to the POINT OF BEGINNING of a 25' wide ingress/egress easement; thence South  $89^{\circ}26'28''$  East, a distance of 25.00 feet; thence South  $0^{\circ}24'06''$  West, a distance of 25.00 feet; thence North  $89^{\circ}26'28''$  West a distance of 200.18 feet; thence North  $1^{\circ}23'25''$  East, a distance of 25.00 feet; thence South  $89^{\circ}26'28''$  East a distance of 37.22 feet; thence South  $89^{\circ}26'28''$  East, a distance of 137.53 feet to the POINT OF BEGINNING; said described tract containing 0.1 acres, more or less.

**INDEXING INSTRUCTIONS:** Being part of the Southwest Quarter of Section 13, Township 1 South, Range 8 West, City of Southaven, DeSoto County, Mississippi.